

APPENDIX RESALE

TABLE OF CONTENTS

1. INTRODUCTION	3
2. DESCRIPTION AND CHARGES FOR SERVICES.....	3
3. TERMS AND CONDITIONS OF SERVICE	4
4. ANCILLARY SERVICES	8
5. BRANDING	13
6. OS/DA RATE/REFERENCE INFORMATION	14
7. RESPONSIBILITIES OF <u>AMERITECH-WISCONSIN</u>	15
8. RESPONSIBILITIES OF CLEC	16
9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	20

APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, AMERITECH-WISCONSIN means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 The prices at which AMERITECH-WISCONSIN agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with AMERITECH-WISCONSIN's obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by AMERITECH-WISCONSIN at the discount set forth in Appendix Pricing.
- 2.2 AMERITECH-WISCONSIN will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by AMERITECH-WISCONSIN to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.4 Grandfathered services as defined in the appropriate tariff are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which AMERITECH-WISCONSIN provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by AMERITECH-WISCONSIN to AMERITECH-WISCONSIN's End Users through tariff(s), the rules and regulations associated with AMERITECH-WISCONSIN's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by AMERITECH-WISCONSIN to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding AMERITECH-WISCONSIN retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in AMERITECH-WISCONSIN's corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AMERITECH-WISCONSIN offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by AMERITECH-WISCONSIN contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by AMERITECH-WISCONSIN retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with AMERITECH-WISCONSIN, CLEC must make the determination whether the End User continues

to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AMERITECH-WISCONSIN tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AMERITECH-WISCONSIN retail tariff requirements.

3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with AMERITECH-WISCONSIN, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with AMERITECH-WISCONSIN's retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.3 LifeLine and Link-UP Service:

3.4.3.1 LifeLine and Link-Up services are not available for resale.

3.4.3.2 When an End User is currently receiving LifeLine or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.3.3 CLEC may obtain LifeLine or Link-Up indicator data from AMERITECH-WISCONSIN's existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.3.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.3.4 If no AMERITECH-WISCONSIN LifeLine and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any LifeLine or Link-Up program offered by AMERITECH-WISCONSIN.

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.2 AMERITECH-WISCONSIN promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of AMERITECH-WISCONSIN's corresponding retail tariff(s).

3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AMERITECH-WISCONSIN federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.

3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

3.10 AMERITECH-WISCONSIN shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AMERITECH-WISCONSIN as the incumbent local exchange carrier.

3.11 When an AMERITECH-WISCONSIN End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such

conversion will apply as set forth in Appendix PRICING in the "Other (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.

- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AMERITECH-WISCONSIN's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AMERITECH-WISCONSIN's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, AMERITECH-WISCONSIN will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify AMERITECH-WISCONSIN in writing that the violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AMERITECH-WISCONSIN's services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.

3.14 Intentionally Omitted

3.15 AMERITECH-WISCONSIN retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.

3.15.1 Subject to the provisions of Section 3.15, the following shall apply:

3.15.1.1 AMERITECH-WISCONSIN tariffed and Individual Case Basis (ICB) contracts may be assumed, but the wholesale discount that applies will be based upon the avoided costs for each contract and the standard wholesale discount does not apply.

3.15.1.2 AMERITECH-WISCONSIN Non-Standard Service contracts may be assumed, but the wholesale discount that applies will be based upon the avoided costs for each contract and the standard wholesale discount does not apply.

3.15.2 If CLEC elects to terminate an AMERITECH-WISCONSIN retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

4.1 AMERITECH-WISCONSIN will afford CLEC's End Users the ability to make E911 calls to the same extent as AMERITECH-WISCONSIN customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by AMERITECH-WISCONSIN, CLEC shall, provide AMERITECH-WISCONSIN with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by AMERITECH-WISCONSIN for purposes of E911 administration. If CLEC has previously provided the information to AMERITECH-WISCONSIN, AMERITECH-WISCONSIN shall access the information without requesting the information from CLEC a second time.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in Appendix E911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to

this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

- 4.2 Subject to AMERITECH-WISCONSIN's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AMERITECH-WISCONSIN will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. AMERITECH-WISCONSIN will include CLEC End Users when it sells or otherwise transfers listings to other parties..
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases AMERITECH-WISCONSIN from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to AMERITECH-WISCONSIN under this Appendix.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AMERITECH-WISCONSIN and AMERITECH-WISCONSIN's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and AMERITECH-WISCONSIN, and/or against AMERITECH-WISCONSIN alone. The parties agree to comply with the indemnification procedures described in Sections 12.7 through 12.10 of the General Terms and Conditions for any indemnification claims arising out of this section.
- 4.5 If CLEC's End User already has a current AMERITECH-WISCONSIN local White Pages directory, AMERITECH-WISCONSIN shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to AMERITECH-WISCONSIN End Users, AMERITECH-WISCONSIN shall provide CLEC's End Users access to

AMERITECH-WISCONSIN Directory Assistance services. CLEC shall pay AMERITECH-WISCONSIN the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

4.7 Intentionally Omitted

4.8 Intentionally Omitted

4.9 Except where expressly stated the terms and conditions for including CLEC End User listings in AMERITECH-WISCONSIN White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC. Notwithstanding the foregoing, AMERITECH-WISCONSIN will comply with the Directory Listing & Ordering provisions set forth in Appendix B, Article IX of the Wisconsin Public Service Commission's Interlocutory Order in Docket 6720-TI-160.

4.10 Subject to any blocking that may be ordered by CLEC for its End Users', AMERITECH-WISCONSIN will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.

4.11 AMERITECH-WISCONSIN shall also offer CLEC the opportunity to customize route its End Users' DA/OS calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay AMERITECH-WISCONSIN appropriate charges associated with customized routing on an ICB basis.

4.12 Payphone Services

4.12.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling AMERITECH-WISCONSIN's services offered pursuant to the appropriate payphone section(s) of AMERITECH-WISCONSIN's state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." CLEC may also choose to provide service to PSPs through resold business lines. In its Common Carrier Docket No. 96-128, the FCC ordered AMERITECH-WISCONSIN to compensate PSP customers of CLECs that resell AMERITECH-WISCONSIN's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC

Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

- 4.12.2 The Parties desire that AMERITECH-WISCONSIN satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 AMERITECH-WISCONSIN will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AMERITECH-WISCONSIN will pay Payphone Compensation to CLEC only for:
- 4.12.3.1 IntraLATA subscriber 800 calls for which AMERITECH-WISCONSIN provides the 800 service to the subscriber and carries the call; and
- 4.12.3.2 IntraLATA calls placed using AMERITECH-WISCONSIN's prepaid calling card platform and carried by AMERITECH-WISCONSIN.
- 4.12.4 AMERITECH-WISCONSIN will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 AMERITECH-WISCONSIN will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AMERITECH-WISCONSIN deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 AMERITECH-WISCONSIN will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AMERITECH-WISCONSIN will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to AMERITECH-WISCONSIN on the bill.
- 4.12.7 Nothing in this Appendix entitles CLEC to receive or obligates AMERITECH-WISCONSIN to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 CLEC represents and warrants that the only AMERITECH-WISCONSIN services that CLEC will make available to PSPs as Payphone Lines are the payphone services that AMERITECH-WISCONSIN offers pursuant to the

appropriate payphone section(s) of AMERITECH-WISCONSIN's state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AMERITECH-WISCONSIN pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AMERITECH-WISCONSIN.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend AMERITECH-WISCONSIN and AMERITECH-WISCONSIN's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by CLEC.

4.13 Suspension of Service

4.13.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 AMERITECH-WISCONSIN will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated AMERITECH-WISCONSIN state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific CLEC Handbooks.

- 4.13.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 4.13.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.
- 4.13.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

- 5.1 Except where otherwise required by law, CLEC shall not, without AMERITECH-WISCONSIN's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AMERITECH-WISCONSIN or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AMERITECH-WISCONSIN in the provision of Telecommunications Services to CLEC's customers.
- 5.2 Branding Requirements
 - 5.2.1 Where technically feasible and/or available, AMERITECH-WISCONSIN will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
 - 5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
 - 5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.
 - 5.2.2 Where AMERITECH-WISCONSIN provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since AMERITECH-WISCONSIN's DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.

5.2.3 CLEC agrees and warrants that it will provide to AMERITECH-WISCONSIN a name to be used for branding covered by this Appendix that matches the name in which CLEC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 AMERITECH-WISCONSIN will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:

5.3.1.1 CLEC will provide written specifications of its company name to be used by AMERITECH-WISCONSIN to brand CLEC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. CLEC attests that it has been provided a copy of the OSQ.

6. **OS/DA RATE/REFERENCE INFORMATION**

6.1 CLEC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 CLEC will inform AMERITECH-WISCONSIN, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide AMERITECH-WISCONSIN updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either CLEC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "Other (Resale)" category.

6.4 When an AMERITECH-WISCONSIN Operator receives a rate request from a CLEC End User, where technically feasible and available, AMERITECH-WISCONSIN will quote the applicable OS/DA rates as provided by the CLEC.

6.4.1 In the interim, when a Operator receives a rate request from a CLEC End User, AMERITECH-WISCONSIN will transfer the CLEC End User to a customer care number specified by the CLEC on the OSQ. When AMERITECH-WISCONSIN has the capability to quote specific CLEC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. RESPONSIBILITIES OF AMERITECH-WISCONSIN

- 7.1 AMERITECH-WISCONSIN shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AMERITECH-WISCONSIN shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with AMERITECH-WISCONSIN-provided interfaces, as outlined in Appendix OSS.
- 7.2 AMERITECH-WISCONSIN shall implement CLEC service orders within the same time intervals AMERITECH-WISCONSIN uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate AMERITECH-WISCONSIN trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling AMERITECH-WISCONSIN will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AMERITECH-WISCONSIN's network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. Changes to the CLEC Handbook shall be made only according to the agreed Change Management Process.
- 7.4 AMERITECH-WISCONSIN will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 7.5 AMERITECH-WISCONSIN shall make Telecommunications Services that AMERITECH-WISCONSIN provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. AMERITECH-WISCONSIN will notify CLEC of any changes in the terms and conditions under which AMERITECH-WISCONSIN offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including

but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 AMERITECH-WISCONSIN currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.

7.6 CLEC's End User's activation of Call Trace shall be handled by the AMERITECH-WISCONSIN operations centers responsible for handling such requests. AMERITECH-WISCONSIN shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify AMERITECH-WISCONSIN against any Claim that insufficient information led to inadequate prosecution.

7.6.2 AMERITECH-WISCONSIN shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. AMERITECH-WISCONSIN shall abide by the same applicable laws and regulations.

- 8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies AMERITECH-WISCONSIN or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.
- 8.2.1 AMERITECH-WISCONSIN shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such authorization it has obtained available to AMERITECH-WISCONSIN upon request and at no charge.
- 8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AMERITECH-WISCONSIN is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, AMERITECH-WISCONSIN may reclaim the facilities.
- 8.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If either Party makes a request that the other Party undertake an investigation of an alleged incidence of slamming, and if such request is outside the scope of the investigation that the parties are required to conduct in compliance with any FCC or Commission regulation mentioned above, the party undertaking the investigation may charge the party that requested the investigation an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee." If CLEC is the investigating party, it will charge based on AMERITECH-WISCONSIN's rates as set forth above.
- 8.5 Should AMERITECH-WISCONSIN receive an order from CLEC for services under this Appendix, and AMERITECH-WISCONSIN is currently providing the same services to another local service provider for the same End User, CLEC agrees that AMERITECH-WISCONSIN may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from AMERITECH-WISCONSIN.

- 8.5.1 If AMERITECH-WISCONSIN receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then AMERITECH-WISCONSIN shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from AMERITECH-WISCONSIN.
- 8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. AMERITECH-WISCONSIN will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number "WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay AMERITECH-WISCONSIN for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that AMERITECH-WISCONSIN may change the per WTN charge, at AMERITECH-WISCONSIN's sole discretion, so long as AMERITECH-WISCONSIN provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AMERITECH-WISCONSIN grants to CLEC a non-exclusive right to use the LDR information provided by AMERITECH-WISCONSIN. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.
- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by AMERITECH-WISCONSIN directly to End Users and billed by AMERITECH-WISCONSIN directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AMERITECH-WISCONSIN for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AMERITECH-WISCONSIN.

- 8.7 AMERITECH-WISCONSIN shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by AMERITECH-WISCONSIN directly to End Users and billed by AMERITECH-WISCONSIN directly to End Users.
- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with AMERITECH-WISCONSIN-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to AMERITECH-WISCONSIN a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact AMERITECH-WISCONSIN with regard to repair requests, AMERITECH-WISCONSIN shall inform such End Users to call CLEC and shall provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to AMERITECH-WISCONSIN every January and July using the AMERITECH-WISCONSIN network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's

best estimates and will include all resale products CLEC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.